

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

BRITTANY KEETON,  
Plaintiff,  
v.  
POWERSCHOOL GROUP, LLC,  
Defendant.

Case No. 2:24-cv-01174-DAD-CSK  
ORDER GRANTING MODIFIED  
STIPULATED PROTECTIVE ORDER  
(ECF No. 16.)

The Court has reviewed the parties' stipulated protective order below (ECF No. 16), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification.

The Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at \*2 (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

Dated: September 11, 2024

  
CHI SOO KIM  
UNITED STATES MAGISTRATE JUDGE

4, keet1174.24

**SMITH KRIVOSHEY, PC**  
Yeremey O. Krivoshey (SBN 295032)  
166 Geary Str STE 1500-1507  
San Francisco, CA 94108  
Telephone: 415-839-7077  
Facsimile: (888) 410-0415  
E-Mail: yeremey@skclassactions.com

**SMITH KRIVOSHEY, PC**  
Joel D. Smith (SBN 244902)  
867 Boylston Street 5<sup>th</sup> Floor #1520  
Boston, MA 02116  
Telephone: 617-377-4704  
Facsimile: (888) 410-0415  
E-Mail: joel@skclassactions.com

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

BRITTANY KEETON, on Behalf of  
Herself and all Others Similarly  
Situating,

Plaintiff,

vs.

POWERSCHOOL GROUP LLC,

Defendant.

Case No.: 2:24-cv-01174-DAD-CSK

**STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. Dale A. Drozd

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery

1 and that the protection it affords from public disclosure and use extends only to the  
2 limited information or items that are entitled to confidential treatment under the  
3 applicable legal principles. The parties further acknowledge, as set forth in Section  
4 12.3, below, that this Stipulated Protective Order does not entitle them to file  
5 confidential information under seal; Civil Local Rule 141 sets forth the procedures  
6 that must be followed and the standards that will be applied when a party seeks  
7 permission from the court to file material under seal.

## 8 **2. DEFINITIONS**

9 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
10 of information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
13 how it is generated, stored or maintained) or tangible things that a Designating Party  
14 asserts qualify for protection under Federal Rule of Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
16 Counsel (as well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY.”

21 2.5 Disclosure or Discovery Material: all items or information, regardless of  
22 the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced or  
24 generated in disclosures or responses to discovery in this matter.

25 2.6 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this action.

28 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
Information or Items: extremely sensitive “Confidential Information or Items,”

1 disclosure of which to another Party or Non-Party would create a substantial risk of  
2 serious harm that could not be avoided by less restrictive means.

3 2.8 House Counsel: attorneys who are employees of a party to this action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
9 to this action but are retained to represent or advise a party to this action and have  
10 appeared in this action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party.

13 2.11 Party: any party to this action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this action.

18 2.13 Professional Vendors: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

### 27 **3. SCOPE**

28 The protections conferred by this Stipulation and Order cover not only  
Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.  
4 However, the protections conferred by this Stipulation and Order do not cover the  
5 following information: (a) any information that is in the public domain at the time of  
6 disclosure to a Receiving Party or becomes part of the public domain after its  
7 disclosure to a Receiving Party as a result of publication not involving a violation of  
8 this Order, including becoming part of the public record through trial or otherwise;  
9 and (b) any information known to the Receiving Party prior to the disclosure or  
10 obtained by the Receiving Party after the disclosure from a source who obtained the  
11 information lawfully and under no obligation of confidentiality to the Designating  
12 Party. Any use of Protected Material at trial shall be governed by a separate  
13 agreement or order.  
14

#### 15 **4. DURATION**

16 Even after final disposition of this litigation, the confidentiality obligations  
17 imposed by this Order shall remain in effect until a Designating Party agrees  
18 otherwise in writing or a court order otherwise directs. Final disposition shall be  
19 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
20 or without prejudice; and (2) final judgment herein after the completion and  
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
22 including the time limits for filing any motions or applications for extension of time  
23 pursuant to applicable law.

#### 24 **5. DESIGNATING PROTECTED MATERIAL**

##### 25 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

26 Each Party or Non-Party that designates information or items for protection under  
27 this Order must take care to limit any such designation to specific material that  
28 qualifies under the appropriate standards. The Designating Party must designate for  
protection only those parts of material, documents, items, or oral or written

1 communications that qualify – so that other portions of the material, documents,  
2 items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations  
5 that are shown to be clearly unjustified or that have been made for an improper  
6 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
7 impose unnecessary expenses and burdens on other parties) expose the Designating  
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it  
10 designated for protection do not qualify for protection, that Designating Party must  
12 promptly notify all other Parties that it is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced.

18 Designation in conformity with this Order requires:

19 a. For information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
22 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that  
23 contains protected material. If only a portion or portions of the material on a page  
24 qualifies for protection, the Producing Party also must clearly identify the protected  
25 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
26 for each portion, the level of protection being asserted.

27 A Party or Non-Party that makes original documents or materials available for  
28 inspection need not designate them for protection until after the inspecting Party has  
indicated which material it would like copied and produced. During the inspection

1 and before the designation, all of the material made available for inspection shall be  
2 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
3 inspecting Party has identified the documents it wants copied and produced, the  
4 Producing Party must determine which documents, or portions thereof, qualify for  
5 protection under this Order. Then, before producing the specified documents, the  
6 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or  
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that  
8 contains Protected Material. If only a portion or portions of the material on a page  
9 qualifies for protection, the Producing Party also must clearly identify the protected  
10 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
12 for each portion, the level of protection being asserted.

13 b. for testimony given in deposition or in other pretrial or trial proceedings,  
14 that the Designating Party identify on the record, before the close of the deposition,  
15 hearing, or other proceeding, all protected testimony and specify the level of  
16 protection being asserted.

17 When it is impractical to identify separately each portion of testimony that is  
18 entitled to protection and it appears that substantial portions of the testimony may  
19 qualify for protection, the Designating Party may invoke on the record (before the  
20 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days  
21 after the deposition, hearing, or other proceeding is concluded or 14 days after the  
22 delivery (or the availability) of the transcript of the deposition, hearing, or other  
23 proceeding (if the Designating Party first invoked the right on the record at the  
24 relevant deposition, hearing, or other proceeding), whichever is later, to identify the  
25 specific portions of the testimony as to which protection is sought and to specify the  
26 level of protection being asserted. Only those portions of the testimony that are  
27 appropriately designated for protection within this timeframe shall be covered by the  
28 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may  
specify, at a deposition or up to 21 days afterwards if that period is properly invoked,

1 that the entire transcript of the deposition shall be treated as “CONFIDENTIAL” or  
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3 Parties shall give the other parties notice if they reasonably expect a  
4 deposition, hearing or other proceeding to include Protected Material so that the other  
5 parties can ensure that only authorized individuals who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A) or are otherwise  
7 covered by this Stipulated Protective Order are present at those proceedings. The use  
8 of a document as an exhibit at a deposition shall not in any way affect its designation  
9 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY.”

12 Transcripts containing Protected Material shall have an obvious legend on the  
13 title page that the transcript contains Protected Material, and the title page shall be  
14 followed by a list of all pages (including line numbers as appropriate) that have been  
15 designated as Protected Material and the level of protection being asserted by the  
16 Designating Party. The Designating Party shall inform the court reporter of these  
17 requirements. Where the right to designate has been properly and timely invoked, any  
18 transcript that is prepared before the expiration of the period for designation shall be  
19 treated during that period as if it had been designated “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the  
21 expiration of that period, the transcript shall be treated only as actually designated.

22 c. for information produced in some form other than documentary and for  
23 any other tangible items, that the Producing Party affix in a prominent place on the  
24 exterior of the container or containers in which the information or item is stored the  
25 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
26 ONLY.” If only a portion or portions of the information or item warrant protection,  
27 the Producing Party, to the extent practicable, shall identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
failure to designate qualified information or items does not, standing alone, waive the



1 Designating Party's right to secure protection under this Order for such material.  
2 Upon timely correction of a designation, the Receiving Party must make reasonable  
3 efforts to assure that the material is treated in accordance with the provisions of this  
4 Order.

## 5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time. Unless a prompt challenge to a  
8 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
9 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
10 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
12 designation by electing not to mount a challenge promptly after the original  
13 designation is disclosed.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process by providing written notice of each designation it is challenging  
16 and describing the basis for each challenge. To avoid ambiguity as to whether a  
17 challenge has been made, the written notice must recite that the challenge to  
18 confidentiality is being made in accordance with this specific paragraph of the  
19 Protective Order. The parties shall attempt to resolve each challenge in good faith and  
20 must begin the process by conferring directly (in voice-to-voice dialogue; other forms  
21 of communication are not sufficient) within 14 days of the date of service of notice.  
22 In conferring, the Challenging Party must explain the basis for its belief that the  
23 confidentiality designation was not proper and must give the Designating Party an  
24 opportunity to review the designated material, to reconsider the circumstances, and, if  
25 no change in designation is offered, to explain the basis for the chosen designation. A  
26 Challenging Party may proceed to the next stage of the challenge process only if it  
27 has engaged in this meet and confer process first or establishes that the Designating  
28 Party is unwilling to participate in the meet and confer process in a timely manner.

1           6.3   Judicial Intervention. If the Parties cannot resolve a challenge without  
2 court intervention, the Designating Party shall file and serve a motion to retain  
3 confidentiality under Civil Local Rule 251 (and in compliance with Civil Local Rule  
4 141, if applicable) within 21 days of the initial notice of challenge or within 14 days  
5 of the parties agreeing that the meet and confer process will not resolve their dispute,  
6 whichever is later, or by a different date that is mutually agreed to by the Designating  
7 Party and the Challenging Party. Each such motion must be accompanied by a  
8 competent declaration affirming that the movant has complied with the meet and  
9 confer requirements imposed in the preceding paragraph. Failure by the Designating  
10 Party to make such a motion, including the required declaration, within the timeframe  
12 set forth in this paragraph, shall automatically waive the confidentiality designation  
13 for each challenged designation (other than those that the Parties have been able to  
14 resolve and agree upon as part of an ongoing meet and confer process). In addition,  
15 the Challenging Party may file a motion challenging a confidentiality designation at  
16 any time if there is good cause for doing so, including a challenge to the designation  
17 of a deposition transcript or any portions thereof. Any motion brought pursuant to  
18 this provision must be accompanied by a competent declaration affirming that the  
19 movant has complied with the meet and confer requirements imposed by the  
20 preceding paragraph.

21           The burden of persuasion in any such challenge proceeding shall be on the  
22 Designating Party. Frivolous challenges, and those made for an improper purpose  
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
25 the confidentiality designation by failing to file a motion to retain confidentiality as  
26 described above, all parties shall continue to afford the material in question the level  
27 of protection to which it is entitled under the Producing Party's designation until the  
28 court rules on the challenge.

1           **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 case only for prosecuting, defending, or attempting to settle this litigation. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the litigation has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

9           Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13          7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated  
16 “CONFIDENTIAL” only to:

17           a. the Receiving Party’s Outside Counsel of Record in this action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
19 to disclose the information for this litigation and who have signed the  
20 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

21           b. the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
23 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24           c. Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this litigation and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27           d. The court and its personnel;

28           e. court reporters and their staff, professional jury or trial consultants,  
mock jurors, and Professional Vendors to whom disclosure is reasonably necessary

1 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
2 Bound” (Exhibit A);

3 f. during their depositions, witnesses in the action to whom disclosure is  
4 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
5 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
6 by the court. Pages of transcribed deposition testimony or exhibits to depositions that  
7 reveal Protected Material must be separately bound by the court reporter and may not  
8 be disclosed to anyone except as permitted under this Stipulated Protective Order.

9 g. the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information.

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
14 writing by the Designating Party, a Receiving Party may disclose any information or  
15 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
16 to:

17 a. the Receiving Party’s Outside Counsel of Record in this action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
19 to disclose the information for this litigation and who have signed the  
20 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

21 b. the Receiving Party’s House Counsel, to whom disclosure is reasonably  
22 necessary for this litigation and who have signed the “Acknowledgment and  
23 Agreement to Be Bound” (Exhibit A);

24 c. Experts of the Receiving Party (1) to whom disclosure is reasonably  
25 necessary for this litigation, (2) who have signed the “Acknowledgment and  
26 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in  
27 paragraph 7.4(a)(1), below, have been followed;

28 d. the court and its personnel (so long as not made part of a public filing,  
unless ordered by the Court);

1 e. court reporters and their staff, professional jury or trial consultants, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
3 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A); and

5 f. the author or recipient of a document containing the information or a  
6 custodian or other person who otherwise possessed or knew the information.

7 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

9 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the  
10 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
12 Order) any information or item that has been designated “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first  
14 must make a written request to the Designating Party that (1) identifies the full name  
15 of the Expert and the city and state of his or her primary residence, and (2) identifies  
16 the Expert’s current employer(s).

17 (b) A Party that makes a request and provides the information specified in the  
18 preceding respective paragraphs may disclose the subject Protected Material to the  
19 identified Expert unless, within 3 business days of delivering the request, the Party  
20 receives a written objection from the Designating Party. Any such objection must set  
21 forth in detail the grounds on which it is based.

22 (c) Absent a resolution concerning the grounds of the objection, within 7 days  
23 of making a written objection (unless otherwise agreed by the Parties), the  
24 Designating Party may file a motion (in compliance with Civil Local Rule 141, if  
25 applicable) seeking a protective order barring disclosure of the information from the  
26 identified Expert. In any such proceeding, the Party opposing disclosure to the  
27 Expert shall bear the burden of proving that the risk of harm that the disclosure would  
28 entail outweighs the Receiving Party’s need to disclose the Protected Material to its  
Expert. Should a Designating Party not file a motion for protective order pursuant to

1 this paragraph within 7 days (or longer period agreed to by the Parties), then the  
2 Receiving Party may disclose the information to the identified Expert pursuant to the  
3 terms of this Stipulated Protective Order.

4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
5 **PRODUCED IN OTHER LITIGATION**

6 If a Party is served with a subpoena or a court order issued in other litigation  
7 that compels disclosure of any information or items designated in this action as  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY,” that Party must:

- 10 a. promptly notify in writing the Designating Party. Such notification shall  
12 include a copy of the subpoena or court order;
- 13 b. promptly notify in writing the party who caused the subpoena or order to  
14 issue in the other litigation that some or all of the material covered by the subpoena  
15 or order is subject to this Protective Order. Such notification shall include a copy of  
16 this Stipulated Protective Order; and
- 17 c. cooperate with respect to all reasonable procedures sought to be pursued  
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served  
20 with the subpoena or court order shall not produce any information designated in this  
21 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
22 EYES ONLY” before a determination by the court from which the subpoena or order  
23 issued, unless the Party has obtained the Designating Party’s permission. The  
24 Designating Party shall bear the burden and expense of seeking protection in that  
25 court of its confidential material – and nothing in these provisions should be  
26 construed as authorizing or encouraging a Receiving Party in this action to disobey a  
27 lawful directive from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

**10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the



1 parties may incorporate their agreement in the stipulated protective order submitted to  
2 the court.

3 **12.MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. Without written permission from the  
13 Designating Party or a court order secured after appropriate notice to all interested  
14 persons, a Party may not file in the public record in this action any Protected  
15 Material. A Party that seeks to file under seal any Protected Material must comply  
16 with Civil Local Rule 141. Protected Material may only be filed under seal pursuant  
17 to a court order authorizing the sealing of the specific Protected Material at issue.  
18 Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request  
19 establishing that the Protected Material at issue is privileged, protectable as a trade  
20 secret, or otherwise entitled to protection under the law. If a Receiving Party's request  
21 to file Protected Material under seal pursuant to Civil Local Rule 141 is denied by the  
22 court, then the Receiving Party may file the information in the public record pursuant  
23 to Civil Local Rule 141 unless otherwise instructed by the court.

24 **13.FINAL DISPOSITION**

25 Within 60 days after the final disposition of this action, as defined in paragraph  
26 4, each Receiving Party must return all Protected Material to the Producing Party or  
27 destroy such material. As used in this subdivision, "all Protected Material" includes  
28 all copies, abstracts, compilations, summaries, and any other format reproducing or  
capturing any of the Protected Material. Whether the Protected Material is returned or



1 destroyed, the Receiving Party must submit a written certification to the Producing  
2 Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
3 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
4 that was returned or destroyed and (2) affirms that the Receiving Party has not  
5 retained any copies, abstracts, compilations, summaries or any other format  
6 reproducing or capturing any of the Protected Material. Notwithstanding this  
7 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
8 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
9 deposition and trial exhibits, expert reports, attorney work product, and consultant  
10 and expert work product, even if such materials contain Protected Material. Any such  
12 archival copies that contain or constitute Protected Material remain subject to this  
13 Protective Order as set forth in Section 4 (DURATION).

14 **IT IS SO STIPULATED**, through Counsel of Record.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: September 11, 2024

Respectfully Submitted,

**SMITH KRIVOSHEY, PC**

By: /s/ Joel D. Smith  
Joel D. Smith

Joel D. Smith (SBN 244902)  
867 Boylston Street 5<sup>th</sup> Floor #1520  
Boston, MA 02116  
Telephone: 617-377-4704  
Facsimile: (888) 410-0415  
E-Mail: joel@skclassactions.com

**SMITH KRIVOSHEY, PC**

Yeremey O. Krivoshey (SBN 295032)  
166 Geary Str STE 1500-1507  
San Francisco, CA 94108  
Telephone: 415-839-7077  
Facsimile: (888) 410-0415  
E-Mail: yeremey@skclassactions.com

*Attorneys for Plaintiff*

**HOLLAND & KNIGHT LLP**

By: /s/ Kristina S. Azlin  
Kristina S. Azlin

Kristina S. Azlin (SBN 235238)  
Kathryn J. Richards (SBN 346956)  
400 South Hope Street, 8th Floor  
Los Angeles, California 90071  
Telephone: 213.896.2523  
Fax: 213.896.2450  
E-Mail: kristina.azlin@hklaw.com  
kathryn.richards@hklaw.com

*Attorneys for Defendant*

PowerSchool Group LLC

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Eastern District of California on  
[date] in the case of BRITTANY KEETON vs. POWERSCHOOL GROUP LLC,  
Case No. 2:24-cv-01174-DAD-CSK. I agree to comply with and to be bound by all  
the terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Eastern District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

**Date:** \_\_\_\_\_

**City and State where sworn and signed:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_